

STATE OF MARYLAND  
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and "business friendly", we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your Proposal or "no bid", as the case may be. Thank you for your assistance.

Bid/Proposal Number **FIA/OHEP-09-002-S** entitled **ADMINISTRATION OF THE MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP) AND THE ELECTRIC UNIVERSAL SERVICE PROGRAM (EUSP)**

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not in our business line.
- ☐ We lack experience in the work / commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with Government is simply too complicated.
- ☐ Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.)
- ☐ Other:

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact : \_\_\_\_\_ Phone: \_\_\_\_\_  
Address or Email: \_\_\_\_\_

**THANK YOU!!!**

ADPICS NUMBER N00R9201706

**STATE OF MARYLAND**

MARYLAND DEPARTMENT OF HUMAN RESOURCES  
FAMILY INVESTMENT ADMINISTRATION  
OFFICE OF HOME ENERGY PROGRAMS  
311 West Saratoga Street  
Baltimore, Maryland 21201

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ADMINISTRATION OF THE  
MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP)  
AND THE  
ELECTRIC UNIVERSAL SERVICE PROGRAM (EUSP)**

**AGENCY CONTROL NUMBER: FIA/OHEP-09-002-S**

**IMPORTANT NOTICE:** *Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

*In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).*

The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.

**Issued: March 2, 2009**

## **TABLE OF CONTENTS**

### **Section I                      Objective of Request for Proposals**

- 1.1              Summary Statement
- 1.2              Issuing Office
- 1.3              Pre-Proposal Conference
- 1.4              Questions and Inquiries
- 1.5              Closing Date
- 1.6              Duration of Proposal Offer
- 1.7              State's Contract Manager
- 1.8              Glossary of Terms

### **Section II                    General Information**

- 2.1              Purpose
- 2.2              Revisions to the RFP
- 2.3              Cancellation of the RFP
- 2.4              Acceptance of Proposal and Terms and Conditions
- 2.5              Additional Information
- 2.6              Incurred Expenses
- 2.7              Economy of Preparation
- 2.8              Alternate Proposals
- 2.9              Multiple Proposals
- 2.10            State Supplied Services
- 2.11            Working Hours and Locations
- 2.12            Contract Term
- 2.13            Multi-Year Contract
- 2.14            Bid/Proposal Affidavit
- 2.15            Corporate Registration
- 2.16            Contract Affidavit
- 2.17            Public Information Act Notice
- 2.18            Contractor's Responsibilities
- 2.19            Document Ownership
- 2.20            General Contractual Conditions
- 2.21            Payment Terms/Billing
- 2.22            e-Maryland Marketplace Registration
- 2.23            Electronic Funds Transfer
- 2.24            Contract Type
- 2.25            Contract Award
- 2.26            Compliance with Law
- 2.27            Protests
- 2.28            Minority Business Enterprises
- 2.29            Minority Business Enterprise Reporting
- 2.30            Minority Business Enterprise Participation
- 2.31            Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)

2.32	Minority Business Enterprise Participation Requirements
2.33	Subcontractor Prompt Payment Policy
2.34	Certification Regarding Lobbying
2.35	Oral Presentations
2.36	Non-Profit Affirmation
2.37	Living Wage Requirements
2.38	Insurance Requirements
2.39	Hiring Agreement
2.40	Confidentiality
2.41	False Statements

### **Section III                      Specifications**

3.1	Background
3.2	Scope of the Project
3.3	Objectives
3.4	Requirements
3.5	Deliverables
3.6	Contractor's Project Manager
3.7	Post Award Orientation Conference

### **Section IV                      Requirements for Proposal Preparation**

4.1	Transmittal Letter
4.2	Two Volume Submission
4.3	Volume I-Technical
4.4	Volume II-Financial

### **Section V                      Evaluation Procedures**

5.1	Evaluation Committee
5.2	Reciprocal Preferences
5.3	Qualifying Proposals
5.4	Technical Evaluation
5.5	Financial Evaluation
5.6	Best and Final Offers
5.7	Debriefing of Unsuccessful Offerors
5.8	Final Evaluation and Recommendation for Award

### **Section VI                      Appendices**

Attachment A	Financial Proposal
Attachment A-1	Sample Invoice
Attachment B	Bid /Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Contract Sample

Attachment E	Electronic Funds Transfer Form
Attachment F	Minority Business Enterprise Report
Attachment G	Certified MBE and Fair Solicitation Affidavit
Attachment H	MBE Participation Schedule
Attachment I	Outreach Efforts Compliance
Attachment J	Subcontractor Project Participation Statement
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying
Attachment P	Minority Managed Non-Profit Affirmation Form
Attachment Q	Living Wage: Affidavit of Agreement
Attachment R	Hiring Agreement
Attachment S	HEP FY 2002-2008 Statistics
Attachment T	Summary of Shelter Benefits
Attachment U	OHEP Application for Energy Assistance
Attachment V-1	OHEP Brochure 2008
Attachment V-2	OHEP Flyer
Attachment W	Outreach Log
Attachment X	Monitoring Document
Attachment Y	Number of Computers by County
Attachment Z	Close-Out Record
Attachment AA	OHEP Operations Manual
Attachment BB	Monthly Benefit Status Report
Attachment CC	Annual Fuel Survey
Attachment DD	Shelter Instructions and Application
Attachment EE	COMAR – EUSP and MEAP
Attachment FF	State of Maryland Holidays for 2009-2010
Attachment GG	Outreach Plan Sample
Attachment HH	Crisis Plan
Attachment II	Delinquent Suppliers Report

## **SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS**

### **1.1 Summary Statement**

The Department of Human Resources, Family Investment Administration, Office of Home Energy Programs (DHR/OHEP) intends to acquire contractual services for the local administration of the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP). It also includes the recording of applications for the Utility Service Protection Plan (USPP)(see Section III). Administration encompasses all activities related to enrolling persons meeting eligibility requirements into both programs including: activities for outreach, intake, certification for benefits, payments processing, applicant notification of eligibility determination and appeal of benefit amount or benefit denial. Proposals are being requested for fourteen (14) of Maryland's 24 jurisdictions. The remaining ten (10) jurisdictions are served by the Maryland Department of Human Resources' Local Departments of Social Services.

Allegany County  
Anne Arundel County  
Calvert County  
Carroll County  
Charles County  
Garrett County  
Harford County

Howard County  
St. Mary's County  
Somerset County  
Talbot County  
Washington County  
Wicomico County  
Worcester County

A single award shall be made per jurisdiction. Offerors may submit Proposals for more than one jurisdiction (see Section 4.2). Each Contract resulting from this solicitation will be awarded for a five-year period beginning on or about September 1, 2009 and ending on or about August 31, 2014.

### **1.2 Issuing Office**

The sole point of Contact in the State for purposes of this RFP is the issuing office presented below:

Deborah P. Austin, Procurement Officer  
Maryland Department of Human Resources  
Procurement Division  
311 West Saratoga Street, Room 946  
Baltimore, Maryland 21201-3521

Voice: 410-767-7239  
Fax: 410-333-0258  
TTY: 1-800-925-4434

E-mail: [daustin@dhr.state.md.us](mailto:daustin@dhr.state.md.us)

### **1.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on **Friday, March 13, 2009** beginning at **10:00 a.m.** until **2:00 p.m.** at the Maryland Department of Human Resources, 311 West Saratoga Street, **Room 508**, Baltimore, Maryland 21201. **Free public parking is not available.**

Attendance at the Pre-Proposal is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **Wednesday, March 11, 2009**, all potential Offerors planning to attend call **Deborah P. Austin, Procurement Officer** at **410-767-7239** with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the Conference and to those prospective Offerors known to have received a copy of this RFP. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of the RFP.

**The OHEP Data System serves as the central data repository and processing mechanism for all household benefit applications. For purposes of proposal preparation, OHEP will provide a demonstration of the OHEP Data System as part of the Pre-Proposal Conference. If your firm plans to send representatives, please call the Issuing Office to advise if special accommodations are required for attendance.**

### **1.4 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additionally questions, both written and oral, will be accepted from the prospective Offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal. (No substantive

question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the RFP.

**Should a potential Offeror identify alleged ambiguities in the specifications or contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer prior to the proposal due date.**

### **1.5 Closing Date**

An original, to be so identified, and five (5) copies of each Proposal (Technical and Financial, See Section IV) shall arrive to the Procurement Officer by **3:30 p.m. Eastern Daylight Time, Friday, April 3, 2009** in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered. **Proposals may not be submitted by email or facsimile.**

### **1.6 Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the date Best and Final offers, if any, are submitted. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

### **1.7 State's Contract Manager**

The State's Contract Manager for this Contract is:

Hemant Patel  
Department of Human Resources  
Family Investment Administration  
Office of Home Energy Programs  
311 W. Saratoga Street, 2<sup>nd</sup> Floor  
Baltimore, MD 21201

After Contract award, this person will serve as the sole point of contact for the Contractor in regards to the Contracts resulting from this RFP.



## **1.8 Glossary of Terms**

### **Applicant**

The head of household and spouse or cohabitant of the head of household, or representative of a shelter.

### **Arrearage**

The amount of money owed by an electric customer to an electric company which is 21 days or more past due.

### **Benefit**

The amount of assistance or related service that is provided on behalf of an eligible household.

### **Code of Maryland Regulations**

Published by the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs all programs under the Department of Human Resources.

### **Department of Human Resources (DHR)**

As Maryland's fourth largest State agency, the Department serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption, and protective services that also extend to vulnerable adults. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted. The Department also administers federally funded programs such as Child Support, Family Investment, Food Stamps, and Medical Assistance.

### **Energy Delivery Statement (EDS)**

Generated for all applications certified for a benefit. Is completed by the energy supplier and returned to the LAA. Certified applications must be assigned to an EDS in order to be processed for payment. The EDS authorizes an energy supplier to deliver up to the grant amount remitted on the EDS.

### **Electric Universal Service Program (EUSP)**

Provides assistance once per year with ongoing electric expenses through a bill payment assistance component. Assistance for past due electric bills is available through the arrearage retirement assistance program of EUSP. Arrearage assistance is provided once in a lifetime. Benefits are made available to individual households who have an electric bill in their name.

### **Energy Crisis**

Weather-related or supply-shortage emergencies, or other household energy-related emergencies.

**Energy Supplier**

A vendor of home energy. An energy supplier may be a company or sole proprietorship supplying electricity, natural gas, propane, kerosene, coal, or wood for residential use.

**Family Investment Administration (FIA)**

Oversees programs that provide benefits, job readiness, job placement, and support services to eligible Maryland constituents. These services are offered through State and County funding agencies and the 24 local Departments of Social Services, and conform to the regulations of Title IV-A of the Social Security Act. These services benefit individuals receiving Temporary Disability Assistance Program (TDAP), Temporary Cash Assistance (TCA), Public Assistance for Adults (PAA), and Foster Care (FC) benefits.

**Household**

An individual or group of individuals who are living together as one unit and for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.

**Local Administering Agency (LAA)**

The local administering agency that the Department has designated to administer a component or components of the energy assistance Program.

**Low-Income Home Energy Assistance Program (LIHEAP)**

LIHEAP is a "Block Grant" issued by the Federal government to provide assistance to low-income residents to help meet heating costs.

**Maryland Energy Assistance Program (MEAP)**

Provides assistance once per year to eligible households and shelters to help with heating bills for gas, electric and all fossil fuels (oil, kerosene, propane, wood and coal) in order to make bills more affordable. Assistance can also be made available for cooling purposes. Emergency assistance is also provided to prevent or minimize energy-related crises. Assistance is provided according to Federal poverty guidelines.

**Office of Home Energy Programs (OHEP)**

The Agency authorized under the Energy Assistance Program Act to receive funds and direct the delivery of services for the Maryland Energy Assistance Program as authorized under the Federal Low-Income Home Energy Assistance Act and the Electric Universal Service Program. OHEP also explains and takes applications for the Utility Service Protection Plan, a program of the Public Service Commission and the utility companies.

**Office of People's Counsel (OPC)**

Maryland State Office responsible for presenting residential electrical customer

concerns before the Public Service Commission. OPC also serves as a liaison for residential customers with utility companies.

**Public Service Commission (PSC)**

Maryland State Agency that provides policy and administrative oversight for EUSP and USPP.

**Shelter**

A public or private nonprofit residential facility whose function is to provide temporary or intermediate accommodations to battered spouses and homeless persons. "Shelter" does not include residential treatment programs, for example, those funded by the Departments of Juvenile Services, Aging, Human Resources, and Health and Mental Hygiene.

**Temporary Cash Assistance (TCA)**

A form of cash assistance provided to assistance units that are technically and financially eligible.

**Utility Service Protection Plan (USPP)**

Provides assistance once per year with ongoing electric expenses through a bill payment assistance component. Assistance for past due electric bills is available through the arrearage retirement assistance program of EUSP. Arrearage assistance is provided once in a lifetime. Benefits are made available to individual households who have an electric bill in their name.

**Weatherization Assistance Program (WAP)**

State program administered by the Maryland State Department of Housing and Community Development that utilizes cost effective measures that reduce electric energy consumption for low-income customers.

## **SECTION II. GENERAL INFORMATION**

### **2.1 Purpose**

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### **2.2 Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

### **2.3 Cancellation of the RFP**

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

### **2.4 Acceptance of Proposal and Terms and Conditions**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

**By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.**

### **2.5 Additional Information**

Offerors who submit Proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order to clarify or document their Proposals.

## **2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

## **2.7 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP. Oral, electronic mail or facsimile Proposals will not be accepted.

## **2.8 Alternate Proposals**

An Offeror shall not submit an alternate Proposal in response to this RFP.

## **2.9 Multiple Proposals**

An Offeror shall not submit more than one Proposal in response to this RFP.

## **2.10 State Supplied Services**

OHEP shall provide the following at **no cost** to each Contractor. Mileage for training is to be factored in the Financial Proposal (Attachment A - Travel).

- A. The requisite computer hardware configuration and software needed to fulfill the data processing requirements, within 30 days after contract award (including installation). This includes computer workstations (CPU and monitors) and connectivity hardware including communication lines, switches, or routers as determined appropriate by the DHR Office of Technology for Human Services (OTHS). **Attachment Y** lists by County the number of allocated computers. Contractors are to provide Internet access for these computers.
- B. Within 30 days after contract award, training on OHEP policies and procedures by means of a one-day workshop. Training will be held at the Howard County Gateway Building, 6751 Columbia Gateway Drive, Columbia, Maryland, 21046, beginning at 9 a.m. Contractors are limited to sending three (3) persons to this training. Free public parking is available.
- C. Within 30 days after contract award, training on the OHEP Data System by means of a half-day workshop to be conducted at the Department of Human Resources Information Services (DHRIS) beginning at 9 a.m. DHRIS is

located at 1100 Eastern Boulevard, in Middlesex, Baltimore County. Free parking is available at this site. Contractors shall send a maximum of three (3) supervisory staff assigned to the Contract who in turn will train other appropriate Contractor staff. If needed, multiple training dates will be scheduled.

- D. Ongoing technical assistance during regular business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, except for State of Maryland holidays **(Attachment FF)**. Technical assistance refers to interpretation and/or demonstration of operational policies and procedures, an explanation and/or site demonstration of OHEP Data System procedures or correcting of problems associated with the data system.
- E. A supply of Program Applications **(Attachment U)** and Brochures for MEAP/EUSP **(Attachment V-1 and V-2)** in English and Spanish within 30 days after Contract award.

## **2.11 Working Hours and Location**

Offerors shall maintain a facility in the jurisdiction in which the Offeror proposes to provide service. Offerors shall be available to the public and the STATE'S CONTRACT MANAGER Contract Manager Monday through Friday, between the hours of 8:30 am to 4:30 pm., except for State of Maryland Holidays **(Attachment FF)**.

## **2.12 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of five (5) years. They shall begin on or about September 1, 2009, and end on or about August 31, 2014; however, if the term does not start on September 1, 2009, the Contracts will begin on the execution date and end five years later.

## **2.13 Multi-Year Contract**

- A. Services shall be provided for the entire five-year Contract period.
- B. A Firm Fixed Price shall be given for the five-year Contract period and no adjustments shall be made except as provided on the Financial Proposal **(Attachment A)**.
- C. The multi-year Contracts shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The States' Contract Manager shall notify the Contractor on a timely basis if the funds are not available for the continuation of the Contract for each

succeeding fiscal period.

#### **2.14 Bid/Proposal Affidavit**

The Bid/Proposal Affidavit, (**Attachment B**), shall be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

#### **2.15 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent shall be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation, which represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. Failure to do so may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract Award.

#### **2.16 Contract Affidavit**

The Contract Affidavit (**Attachment C**) shall be completed and submitted by the selected Offerors when notified of recommendation for award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

#### **2.17 Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

## **2.18 Contractor's Responsibilities**

The selected Offerors shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Additional information regarding MBE subcontractors is provided under Sections 2.28 through 2.32 below.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

## **2.19 Document Ownership**

In the event of contract award, all data and documentation produced as part of the Contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the contractor or subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the contractor or subcontractor(s) without the written permission of the Department. Technical proposals received from Offerors in response to this RFP and the corresponding financial Proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **2.20 General Contractual Conditions**

Any Contracts resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract **(Attachment D)** and Contract Affidavit **(Attachment C)**.

Prior to Award, both the Services Contract **(Attachment D)** and the Contract Affidavit **(Attachment C)** must be completed along with witnessed signatures and dates and submitted by the recommended contractor.

## **2.21 Payment Terms/Billing**

The successful vendors shall bill the Department monthly by the 15<sup>th</sup> of the month following the **month the service was provided**. Payment shall be made based upon 1/12<sup>th</sup> of each annual Contract amount. **(Monthly Invoice, Attachment A-1)**.



The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. Funding for any Contracts resulting from this RFP is dependent upon appropriations from the Maryland General Assembly and/or the United States' Congress. Withheld funds can be recouped when performance is brought to a satisfactory level and/or required deliverables are submitted timely. The State's Contract Manager can request a Corrective Action Plan (CAP) if performance and/or deliverables are out of compliance. Contractors shall provide a CAP within 5 days after notification of non-compliance.

Invoices shall be addressed to:

Hemant Patel, State Contract Manager  
Maryland Department of Human Resources  
Family Investment Administration  
Office of Home Energy Programs  
311 West Saratoga Street, 2<sup>nd</sup> floor  
Baltimore, Maryland 21201-3521

All invoices shall be signed and dated in addition to including the Contractor's mailing address, the Contractor's Social Security number or Federal Tax ID number, the State's assigned Contract Control Number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

## **2.22 e-Maryland Marketplace (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([www.dhr.state.md.us](http://www.dhr.state.md.us)) for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offerors's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

**In order to receive a contract award, a vendor must be registered on eMarylandMarketplace.** Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to eMaryland Marketplace, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the state that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases local government issued solicitations via the Internet without leaving your desk.

**Note: eMaryland Marketplace registration is active for one year and must be active at the time of Contract award. EMaryland Marketplace registration should maintained thereafter in order to receive notice of future bid opportunities.**

## **2.23 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

## **2.24 Contract Type**

The Contract that results from this RFP, shall be a fixed price Contract in accordance with COMAR 21.06.03.02.

## **2.25 Contract Award**

Award of a Contract or Contracts, if any, generally will be made within 120 days after the closing date for submission of Proposals or the date Best and Final Offers, if any, are submitted, and will be subject to appropriate Federal and State approvals.

This procurement is being conducted in accordance with COMAR Title 21.05.03,

procurement by competitive sealed proposals.

## **2.26 Compliance with Law**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract. By submitting a Proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

## **2.27 Protests**

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest shall be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

## **2.28 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.29 Minority Business Enterprise Reporting**

The Department of Human Resources is responsible for reporting procurement activity with all Minority Business Enterprises (MBEs) to the Governor's Office of Minority Affairs. Only those vendors who have been certified as a MBE by the Maryland Department of Transportation (MDOT) can be counted in this report. In order to fulfill the reporting responsibility, it is requested that all Offerors complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their Proposal.

A non-profit entity organized to promote the interests of the mentally or physically disabled and vendors who are at least 51% owned and controlled by one or more of the following categories meet the definition for MDOT certification: African Americans, American Indians, Hispanics, Asian Americans, Women, Physically or Mentally Disabled. Inquiry and/or application can be made directly to the Maryland Department of Transportation, Office of Minority Business Enterprise.

## **2.30 Minority Business Enterprise Participation**

The Offeror shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise

(MBE) goal stated in this Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

## **2.31 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

An MBE subcontract participation goal of **1%** of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this dollar amount of the Contract will be performed by certified minority business enterprises.

By submitting a response to this solicitation, the Offeror agrees that these dollar amounts of the Contract will be performed by certified Minority Business Enterprises as specified.

- A. A prime Contractor – including an MBE prime Contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- B. A prime Contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

## **2.32 Minority Business Enterprise Participation Requirements**

### **A. DEFINITIONS**

As used in this Solicitation, the following words have the meanings indicated.

- **“Certification”** means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
- **“MBE Liaison”** is the employee designated to administer this Department’s MBE program.
- **“Minority Business Enterprise”** or **“MBE”** means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - 1. at least 51-percent owned and controlled by one or more individuals who are social and economically disadvantaged; and
  - 2. managed by, and the daily business operations of which are

controlled by, one or more of the socially and economically disadvantaged individuals who own it. A Minority Business Enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. A MBE must be certified in order to participate in the Department's MBE program.

## B. CONTRACTOR'S RESPONSIBILITIES

1. Offerors agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Offeror shall;
  - a) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
  - b) solicit minority business enterprises in writing at least 10 days before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
  - c) Attempt to make personal contact with the MBE's solicited and to document these attempts.
  - d) Assist MBE's to fulfill, or to seek waiver of, bonding requirements.
2. Each prime Contractor given solicitation documents as part of a procurement under the MBE subcontract method, can obtain the electronic version of the MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) for purposes of soliciting subcontract quotations, bids, or offers from certified MBE's.
3. A minimum certified MBE participation goal has been established for this procurement (**see Section 2.30**). Contractor agrees that at least this amount of the Contract will be performed by certified MBEs.
4. If awarded the Contract the Contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

## C. SOLICITATION AND CONTRACT FORMATION

An Offeror must include with its offer:

1. A completed Certified MBE Utilization and Fair Solicitation Affidavit **Attachment G**) whereby the Offeror acknowledges the certified

MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.

2. A completed MBE Participation Schedule (**Attachment H**) whereby the Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Offeror shall specify the price and/or the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**The failure of an Offeror to complete and submit Attachments G and H shall result in a determination that the Proposal is not susceptible of being selected for award (COMAR 21.11.03.09).**

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:

1. Outreach Efforts Compliance (**Attachment I**)
2. Subcontractor Project Participation Statement (**Attachment J**)
3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request (see below) that complies with COMAR 21.11.03.11 (see Section F. Waiver).
4. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.**

**D. AMENDMENT OF MBE DUE TO UNFORSEEN CIRCUMSTANCES**

Any changes to the MBE Participation Schedule **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee(s) shall immediately notify the Procurement Officer regarding MBE changes before execution of a

Contract. Contractors shall immediately notify the State's Contract Manager regarding MBE changes after execution of a Contract.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractors shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made **(Prime Contractor Unpaid MBE Invoice Report, Attachment K)**.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime Contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices **(Subcontractor Payment Report, Attachment L)**.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the Contract.
5. At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. WAIVER

.11Waiver. Code of Maryland Regulations (COMAR) 21.11.03

1. If for any reason, an Offeror is unable to achieve the Contract goal for certified MBE participation, the Offeror may request, in writing, a **Waiver (Attachment M)** to include the following:
2. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
3. A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
  - a) The names, addresses, dates and telephone numbers of certified MBEs contacted, and
  - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - c) As to each certified MBE that placed a subcontract quotation or offer that an Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - e) A list of minority subcontractors found to be unavailable. This list should be accompanied by an **MBE Unavailability Certification (Attachment N)** signed by the minority business enterprise, or a statement from an Offeror that the minority business refused to give the written certification.

### **2.33 Late Payment of Subcontractors – Prompt Payment Policy**

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
  1. Not process further payments to the Contractor until payment to the subcontractor is verified,
  2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
  3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
  4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
  5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Contractor to a



subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.

- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
  - 1. Affect the rights of the contracting parties under any other provision of law;
  - 2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  - 3. Result in liability against or prejudice the rights of DHR.
- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
  - 1. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
  - 2. This verification may include, as appropriate:
    - a. Inspecting any relevant records of the Contractor
    - b. Inspecting the jobsite; and
    - c. Interviewing subcontractors and workers.
    - d. Verification shall include a review of:
      - 1) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
  - 3. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor

to take appropriate corrective action.

- a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
  - a. Terminate the Contract;
  - b. Refer the matter to the Office of the Attorney General for appropriate action; or
  - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

#### **2.34 Certification Regarding Lobbying**

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Proposal must include a completed Certification Regarding lobbying (**Attachment O**).

#### **2.35 Oral Presentations**

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation shall be reduced to writing. All such representations will become part of the Offeror's Proposal and are binding if the Contract is awarded. The time and location for this presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

#### **2.36 Non-Profit Affirmation**

It is recognized that several Departments do a significant amount of business with non-profit organizations that cannot be certified as Minority Business Enterprises (MBE's) regardless of their minority makeup. This business has a detrimental effect on the Department's ability to meet its overall MBE procurement participation goal. Accordingly, the Governor's Office of Minority Affairs has developed the Minority Managed Non-Profit Affirmation Form (**Attachment P**), as a means of reporting these procurements. Non-profit organizations are encouraged to complete the Affidavit and include it along with their Proposals.

## **2.37 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts* (**See Attachment Q**). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. Offerors shall insert the Tier determination (see below), either Tier 1 or Tier 2 on the Financial Proposal Cover Page (**Attachment A**).

The contract resulting from this solicitation will be deemed to be a **Tier 1** contract or a **Tier 2** contract depending on the location(s) from which the contractor provides 50% or more of the services. The Offeror must identify in their Offer the location(s) from which services will be provided.

- If the contractor provides 50% or more of the services from a location(s) in a **Tier 1** jurisdiction(s) the contract will be a **Tier 1** contract.

- If the contractor provides 50% or more of the services from a location(s) in a **Tier 2** jurisdiction(s), the contract will be a **Tier 2** contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the Contract is determined to be a **Tier 1** or **Tier 2** Contract based on where the majority of the service recipients are located.

## **2.38 Insurance Requirements**

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

The Contractor shall provide a copy of the Contractor's current certificate of insurance that, at a minimum, shall contain the following:

- A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- B) General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
  - \$2,000,000 - General Aggregate Limit (other than products/completed operations)
  - \$2,000,000 - Products/completed operations aggregate limit
  - \$1,000,000 - Each Occurrence Limit
  - \$1,000,000 - Personal and Accidental Injury Limits
  - \$ 50,000 - Fire Damage Limit
  - \$ 5,000 - Medical Expense

Upon execution of a Contract with the State, Contractor shall provide the State with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.

The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation accepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or

expiration. In the event the State receives a notice of non-renewal, the Contractor shall provide the State with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

#### **2.39 Hiring Agreement**

By submitting a Proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment R**). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following receipt of Notice by the Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

#### **2.40 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. Seq., State Government Article, and Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.01.07.

Nothing in this Agreement shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Agreement so long as that statistical data does not identify any recipient of such services.

#### **2.41 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) in connection with a procurement Contract a person may not willfully;
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of the section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

“THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK”.

## SECTION III. SPECIFICATIONS

### 3.1 **Background**

The Maryland Department of Human Resources (DHR), Office of Home Energy Programs (OHEP) is the Agency authorized under the Energy Assistance Program Act (Annotated Code of Maryland Art. 41, Title 6, Subtitle 3) to receive funds and direct the delivery of services for the Maryland Energy Assistance Program (MEAP) as authorized under the Federal Low-Income Home Energy Assistance Act (42 U.S.C. 8624 (b)(6)) and the Electric Universal Service Program (EUSP) authorized by §5-712, Public Utilities Companies, Annotated Code of Maryland. OHEP also explains and takes applications for the Utility Service Protection Plan (USPP). USPP is a program of the Maryland Public Service Commission (PSC) and the utility companies as defined in COMAR, Title 20 Subtitle 31, Chapter 05 Utility Service Protection Program. OHEP has been providing energy assistance benefits and service since 1979 to eligible low-income customers. The PSC provides policy and administrative oversight for EUSP and USPP. Rules and Regulations of the (Federal) Department of Health and Human Services (HHS) apply to the operations of MEAP. All MEAP operations are subject to audit by HHS. MEAP, EUSP and USPP operations are subject to audit and/or monitoring by DHR.

**MEAP** provides assistance once per year to eligible households and shelters to help with heating bills for gas, electric and all fossil fuels (oil, kerosene, propane, wood and coal) in order to make bills more affordable. Assistance can also be made available for cooling purposes. Emergency assistance is also provided to prevent or minimize energy-related crises. Assistance is provided according to Federal poverty guidelines. (See Section 3.2 B. 2. Eligibility Guidelines)

**EUSP** provides assistance once per year with ongoing electric expenses through a bill payment assistance component. Assistance for past due electric bills is available through the arrearage retirement assistance program of EUSP. Arrearage assistance is provided once in a lifetime. Benefits are made available to individual households who have an electric bill in their name. (See Section 3.2 B. 2. Eligibility Guidelines)

**USPP** provides assistance once per year with ongoing electric expenses through a bill payment assistance component. Assistance for past due electric bills is available through the arrearage retirement assistance program of EUSP. Arrearage assistance is provided once in a lifetime. Benefits are made available to individual households who have an electric bill in their name.

### 3.2 Scope of the Project

The scope of this project encompasses all the activities necessary to provide energy and electric assistance to eligible households in the jurisdictions referenced in Section 1.1. This includes:

#### A. Outreach

Outreach is the process through which information about OHEP programs is distributed by Contractors to the community and, specifically, the target population of households with an income of 175 percent or below the most recent federal poverty guideline. It also includes efforts made by Contractors especially targeted to reach the elderly, disabled, non-English speaking households and hard-to-reach populations. Outreach efforts may include, but are not limited to: activities such as presentations to community-based organizations, sponsoring or participating in application fairs, advertising, promotional items, press releases, television or radio public service announcements, mailings of flyers, brochures or applications, distribution of materials, media contact and participation on Outreach Committees or work groups. Outreach is also used as a method to provide educational information to applicants about energy conservation and making energy bills more affordable. Contractors work in coordination with the DHR/OHEP staff member designated for outreach. **OHEP is responsible for the printing and distribution of the basic program information brochures and applications to Contractors at 30 days before the start of the Contract. Thereafter, 30 days prior to the start of each program year. Contractors are responsible for the distribution of brochures and applications to individuals and organizations as part of their outreach.**

Contractors develop an annual Outreach Plan to inform the public of energy services on an equitable basis. Outreach activities are reported to the State's Contract Manager at the end of each month (see **Attachment GG**).

Shelters are notified of the availability of OHEP funds by the State OHEP Office in February each year through a mailing of the Shelter Application and Instructions (**Attachment DD**).

#### B. Application Intake

1. Application intake is the process through which Contractors receive energy assistance applications from the public and/or non-profit Human Shelter Providers. Applications are taken according to COMAR regulations and procedures established in the OHEP Operations Manual (**Attachments U and AA**). Applications for



individual households incorporate the MEAP, EUSP Bill Payment, EUSP Arrearage Retirement and USPP programs into one form. Applications are accepted throughout the entire program year. Application intake includes those received through the mail or during an in-person interview. Interviews take place at each Contractor's location or at an off-site location arranged by Contractors. Off-site locations may include an applicant's home if the person is unable to apply otherwise due to disability. Intake involves collecting and copying specific documents such as proof of income documents, identification cards, utility bills, proof of social security numbers for all household members, proof of residency, and any other documents needed to verify and document the responses on the application. Contractors explain USPP services and provide energy conservation information. Contractors provide resolution of an applicant's energy assistance needs, referral and advocacy with other organizations in the community. These organizations include but are not limited to: local Fuel Funds, Departments of Social Services, Office of People's Counsel, relevant utilities, fossil fuel providers, other non-profit organizations offering related assistance and the Department of Housing and Community Development (DHCD) Weatherization Assistance Program (WAP).

## 2. Eligibility Guidelines

- a. In order to be eligible to receive a MEAP benefit or participate in USPP, the applicant must:
  - Have a heating responsibility;
  - Be a U.S. citizen, legal immigrant or qualified alien; and, have income equal to or less than 175% of the Federal Poverty Guidelines.
- b. In order to be eligible to receive a EUSP Bill Payment benefit, the applicant must:
  - Be an electric utility customer evidenced by the utility bill in the applicant's name;
  - Reside in the State of Maryland,
  - Be a U.S. citizen, legal immigrant or qualified alien;
  - Have income equal to or less than 175% of the Federal Poverty Guidelines; and
  - Agree to be placed on a utility budget-billing or monthly crediting plan as determined by the customer's electric company.

- c. In order to be eligible to receive a EUSP Arrearage Retirement Assistance benefit, the applicant must:
- Have not previously received assistance in retiring arrearages under the EUSP.
  - Be eligible to apply for, and receive Bill Payment Assistance. A Bill Payment benefit must be certified prior to the issuance of an Arrearage Retirement benefit, and
  - Have a minimum past due amount of \$300 or more as reported by the applicant's current active electric utility

Note: The maximum amount of the Arrearage Retirement Assistance benefit is \$2,000. A benefit is given only once in a lifetime. For example, Customer A receives an Arrearage benefit of \$500 in program year 2007. Customer A can no longer receive any arrearage benefits in the future.

3. All individual applications are data entered into the OHEP Database System by Contractors through secured access to the OHEP Data System network using equipment described in Section 2.10.A. The database system is the official source for tracking program operations such as applications received from the public for energy assistance, eligibility determination and payments processing for program assistance. The OHEP Data System is created, enhanced, updated and maintained by OHEP. Contractors' staffs are granted specific access according to the role of each staff person.
4. Contractors notify applicants of incomplete applications with a request to provide the necessary information or documentation required for completing the application. Applicants are allowed 15 days to provide the necessary information to complete the application process. Contractors issue Denial Notices for incomplete applications over 15 days old. Applicants who are denied assistance may re-submit the information within 15 days after the denial notice or reapply after 30 days from the date of the original application.
5. Contractors process applications from receipt to eligibility determination within 45 calendar days. This includes a review of the application by someone other than the initial intake worker who then certifies or approves the application for a benefit or denies the application for cause. The eligibility determination notices are printed and mailed whether a denial notice or a benefit notice.

Denial Notices are sent to the applicant within ten (10) business days after determination. Approved for Benefit Notices are sent to the household within five (5) business days following payment issuance to the energy supplier. Contractors print and mail these determination notices through the Data System. See **Attachment AA**.

6. Shelter applications are received by Contractors by April 30<sup>th</sup>, each year. Shelter applications are not entered into the OHEP Data System. The shelter applications are reviewed for approval and paid by the Contractor. The Summary of Maryland Energy Assistance Benefits for Homeless and Domestic Violence Shelters (see **Attachment T**) is submitted to the State's Contract Manager by May 30<sup>th</sup> each year. Copies of the Shelter Operator's Application, Heating Cost Documentation, and Shelter Resident Information forms (**Attachment DD**) are maintained by Contractors. Shelter application processing is accomplished by the Contractor and involves reviewing application documents received from the public and/or non-profit Human Shelter Providers to determine program eligibility and to ensure that all required applicant documentation is provided. **Attachment T** indicates each approximate number of shelter applications per jurisdiction based on historical data from previous years. DHR does not guarantee any minimum or maximum number to be served. **Attachment DD** provides sample instructions and the application for Shelters. A determination is made by the Contractor, whether or not to approve the applicant for program assistance. Determinations are referred to as "Certified for Benefits" or "Denied for Benefits".

#### C. Payment Processing

Contractors perform a critical role in the payment of benefits. Once an application is certified or approved for receipt of a benefit the payment process begins. Contractors generate an Energy Delivery Statement (EDS) in the OHEP Data System on a schedule set by OHEP, usually on a weekly basis. MEAP, EUSP Bill Payment and EUSP Arrearage Assistance payments are generated on separate EDS's. Requisite data for USPP is included on the EDS. For utility EDS's only, DHR/OHEP is responsible for the remainder of the payment process as it creates a payment transmittal and then submits the payment transmittal requesting the State Comptroller to issue payments to utility energy suppliers.

Contractors process MEAP benefit payments to fossil fuel providers, and direct payments to landlords, applicants and shelters as the situation warrants. Payments are processed through established procedures using the OHEP Data System to create EDS's.

Contractors utilize their own fiscal system for issuing payment checks. Shelter payments are issued directly to the shelter upon receipt and approval of the Shelter Application. **Attachment AA** provides detailed information for processing Grant Payments including generation of Energy Delivery Statements, distribution of payments, check requirements, applicant notification of benefits issued and reporting.

D. MEAP Energy Crisis Services

MEAP Crisis Services and benefits are provided during the crisis period of November 1 to March 31 each program year within either 18 or 48 hours after receipt of an application as described in this section. An energy crisis is defined as a household with no heat, a shortage of fuel supply, or an imminent utility turn off (within 4 days) during the energy crisis period. Crises are resolved within 18 hours where there is no supply of heating fuel or no utility service after receipt of the application. Applicants with no more than a four-day supply of heating fuel or a utility termination notice where the scheduled termination is within 4 days after receipt of an application are to have the crisis situation resolved within 48 hours after receipt of the application. Contractors contact the relevant utility provider or fossil fuel provider to resolve the crisis situation. Energy Crisis does not apply to Shelter Applications. An annual Energy Crisis Plan (**Attachment HH**) delineating how crises will be handled is submitted by Contractors to STATE'S CONTRACT MANAGER by September 15<sup>th</sup> each year.

E. Eligibility Notification

Contractors issue eligibility notices to all applicants whether the applicant is approved for a benefit or denied a benefit. The issuance of the notice is to be recorded in the OHEP Data System. Applicants are entitled to appeal a Denial for Benefits or a benefit amount within 15 days after receipt of the notice. Contractors attempt to resolve any and all disputes within 15 calendar days after receipt of an appeal. An applicant may appeal the Contractor's decision to the Office of Administrative Hearings (OAH) for a fair hearing. In the event an appeal is made to OAH, a representative of the Contractor attends the scheduled hearing. The procedures for fair hearings are set forth in COMAR 07.06.06.11. **Attachment AA** provides these regulations and additional information on grievance requirements, such as location, notice, time limits and legal counsel.

F. Minimization of Fraud

Contractors implement procedures that minimize potential fraud or misrepresentation by clients, shelters, energy suppliers, and/or staff. Upon identification of suspected fraud or report of fraud, the Contractor notifies

the DHR Office of the Inspector General (OIG) according to established procedures. See **Attachment AA** for detailed procedures.

#### G. Linkages

Effective linkages and communications with other service providers is a vital aspect to delivering service. Linkages provide a means for broadening information about OHEP programs and giving or receiving referrals to improve the service given to customers. Examples of such activities may include:

1. Advocacy activities such as Advisory Committee participation, Outreach projects and/or participation with other agencies or providers. Notice of meeting schedules or appointments will be provided by OHEP as received. It is estimated that a minimum of at least 15 such meetings annually will occur.
2. Providing referrals to related services such as the Fuel Fund, local Department of Social Services, the Office of People's Counsel, fossil fuel providers or other community based organizations.
3. Improving service to all geographic areas of the jurisdiction(s) to be served by the Contractor through access to alternative intake sites or other equally effective methods of providing the public with applications for benefits.

#### H. Fiscal Reporting

Contractors maintain proper fiscal management including the submission of OHEP fiscal reports electronically by e-mail or hard copy. Final Reports refer to the information encompassing the complete fiscal year, July-June. Reports include:

1. Benefit Funds - Monthly Benefit Status Report due the 15<sup>th</sup> of the month following the month the service was provided (**Attachment BB**). The Final MEAP Benefit Report due the 3<sup>rd</sup> Monday in June of each year. The purpose of this report is to determine the amount of benefits needed by the local agency.
2. Close-Out Record due the 3<sup>rd</sup> Monday in May, June and August of each year. Instructions for completing this form are included in the Close-out document labeled **Attachment Z**. The purpose of the Close-Out Record is to monitor the progress of the year-end close out process and assure completion.
3. Report on Delinquent Energy Suppliers due the 1<sup>st</sup> Monday in June of each year (**Attachment II**). The purpose of the Delinquency Report is to identify energy suppliers that are not meeting the

obligations of the agreement with OHEP. The report shall take the form of a memo to the State's Contract Manager listing the names and addresses of the identified suppliers.

4. Independent Audit Reports due the 1<sup>st</sup> Monday in June of each year.

#### I. Program Reporting

Contractors submit the following required program reports either electronically by e-mail or hard copy:

1. Fuel Consumption Survey due the 2<sup>nd</sup> Wednesday in June of each year (**Attachment CC**). The Fuel Consumption Survey is designed to acquire data for use in determining benefit amounts.
2. Monthly Outreach Log due at the end of each month on the final working day (**Attachment W**). The Outreach Log is used to identify outreach activities and prices which are then reported to the Public Service Commission and General Assembly.

#### J. Ad Hoc Reports

In addition to the Fiscal and Program reports mentioned above, there may also be ad hoc reports required from time to time due to information requested by the Legislature or the Public Service Commission. We estimate a minimum of 10 ad hoc reports per year. One or two days notice will be given for such reports.

#### K. Monitoring

For monitoring purposes, Contractors maintain copies of client records in individual client files at the Contractor's main facility for a period of three years unless the records are subject to an unresolved audit finding. In the case of an unresolved audit finding the records shall be maintained until the audit finding is resolved. A copy of the monitoring document used by OHEP is attached for informational purposes only (**see Attachment X**). **The monitoring document is completed by the State OHEP monitor during a scheduled site visit to the Contractor's main facility.**

### 3.3 **Objectives**

The purpose is to help low-income households pay their utility and fuel bills, minimize energy-related crises, and make heating/cooling costs more affordable through a comprehensive energy package including:

- monetary benefits to reduce a family's energy burden;
- the provision of linkages between community resources and customers;
- promotion of energy conservation;
- helping the customer understand his/her financial responsibility for household energy needs;
- helping individuals and families living temporarily in homeless or domestic violence shelter by paying a portion of the shelter winter heating bills (MEAP only), and
- Improving service to all geographic areas of the jurisdiction(s) to be served through access to alternative intake sites or other equally effective methods of providing the public with applications for benefits.

### **3.4 Requirements**

#### **A. Offeror Requirements**

Possess a minimum of 3 years prior experience in delivering human service programs to low-income households.

#### **B. Contractor Requirements**

The Contractor shall:

1. Perform the following activities within the timeframes specified in Section 3.2 in order to meet the objectives (Section 3.3) of this RFP:
  - (a) Outreach
  - (b) Application Intake
  - (c) Eligibility Determination
  - (d) USPP Participation
  - (e) Payment Processing
  - (f) MEAP Energy Crisis Services
  - (g) Eligibility Notification including Appeals
  - (h) Minimization of Fraud
  - (i) Linkages
  - (j) Fiscal Reporting
  - (k) Program Reporting
  - (l) Ad Hoc Reports
  - (m) Monitoring
2. Provide Internet access for all staff designated to work on the OHEP Data System. The transmission speed must meet the minimum standard of 3 megabyte per second (mbps).

3. Maintain books, paper and electronic records, documents and fiscal management reports as noted in the RFP.
4. Establish and maintain a system of fiscal control and fund accounting procedures based on **Generally Accepted Accounting Principles (GAAP [www.fasab.gov](http://www.fasab.gov))** and practices to assure the proper disbursement of and accounting for Federal and State Special funds paid to energy suppliers on behalf of eligible households and shelters.
5. Have an independent annual financial audit of its expenditure of amounts received under the agreement prepared and submitted to the Department, by September 30th of each of the fiscal years except for the first year covered by the agreement. Audits are to be based on the Contractor's fiscal year.
6. Make available all evidence of fiscal performance during normal work hours and upon one day written receipt of notice for monitoring or audit by Federal or State personnel and such other persons as are authorized by the State OHEP office.
7. Attend staff training, programmatic, or management development activities throughout the program year as scheduled by OHEP. We estimate a minimum of 4 development activities each year. These activities shall be no more than one day in duration except for the OHEP Annual State Conference which is a two day meeting. The Contractor's Project Manager is expected to attend. OHEP shall provide training at **no cost** to each Contractor. Mileage for training is to be factored in the Financial Proposal (Attachment A – Travel).
8. Accommodate and be available for on site monitoring by DHR/OHEP staff including the review of client records. Site visits by DHR/OHEP will be scheduled with a 3 to 5 day advance notice.
9. Provide services in a facility that is accessible to the public and that complies with American with Disabilities Act standards as well as any local or State Health Department Regulations that includes but is not limited to the following:
  - (a) A separate waiting area that is away from interview areas.
  - (b) Interviewing space that assures confidentiality during the application interview.



- (c) Rest rooms for applicant use.

### 3.5 **Deliverables**

Contractors shall produce and provide the following deliverables to the State's Contract Manager, Maryland Department of Human Resources, Office of Home Energy Programs, 311 West Saratoga Street, 2<sup>nd</sup> Floor, Baltimore, Maryland 21201-3521 unless otherwise noted:

1. Acceptance, data entry and certification of energy assistance applications at least at the level identified in **Attachment AA**. The levels identified in Attachment S represent past performance, actual numbers may be higher or lower.
2. Monthly Invoice (**Attachment A-1**) due by the 15<sup>th</sup> of each month.
3. Monthly Benefit Expenditure Reports (**Attachment BB**) - due by the 15<sup>th</sup> of the month following the month the service was provided.
4. Annual Outreach Plan - due August 15<sup>th</sup> of each year.
5. Completed Shelter Applications – due by April 30<sup>th</sup> of each year.
6. Annual Energy Crisis Plan - due September 15<sup>th</sup> of each year.
7. OHEP Data System generated Energy Delivery Statement (EDS) reports – due on a weekly basis to account for requested benefit payments (**Attachment AA**).
8. Payment documents in connection with benefit payments to bulk energy suppliers as requested by OHEP State Office such as cancelled Contractor checks, bulk supplier invoices, and Energy Delivery Statement reports (**Attachment AA**).
9. Shelter Report (**Attachment DD**) - due May 30<sup>th</sup> of each year.
10. Close-out Record (**Attachment Z**) - due on the 3<sup>rd</sup> Monday in May, June and August of each year.
11. Report on Delinquent Energy Suppliers (**Attachment II**) - due the 1<sup>st</sup> Monday in June of each year.
12. Independent Annual Financial Audit – due the 1<sup>st</sup> Monday in June of each year.
13. Fuel Consumption Survey (**Attachment CC**) due 2<sup>nd</sup> Wednesday in June

each year.

14. Monthly Outreach Log (**Attachment W**) - due on the first Friday of each month for the prior month.
15. Corrective Action Plan – due 5 days after notification of non-compliance to contract terms and conditions and/or untimely submission of deliverables (see Section 2.21).
16. Prime Contractor Unpaid Invoice Report (**Attachment K**) due by the 15<sup>th</sup> of the month following the month the service was provided. **A copy of this Report must also be sent simultaneously to the DHR MBE Liaison (address on the form).**
17. Subcontractor Payment Report (**Attachment L**) due by the 15<sup>th</sup> of the month following the month the service was provided. **A copy of this Report must also be sent simultaneously to the DHR MBE Liaison (address on the form).**
18. Insurance Certificate (see RFP Section 2.38) a copy is due within 10 days after each renewal for the life of the Contract.

**Failure to submit Deliverables in a timely manner could result in reduction or withholding of payment and possible Contract termination (see Section 2.21).**

### **3.6 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor's Project Manager. The Contractor's Project Manager shall be available to discuss and report on the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

### **3.7 Post Award Orientation Conference**

Within two weeks after BPW approval, the State's Contract Manager, the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post Award Orientation Conference will be indicated to the successful Offeror at the time of Contract execution. The post award conference, training, staff development, outreach etc. will be held at Howard County Gateway Building, 6751 Columbia Gateway Drive, Columbia, MD 21046. The date and time for meeting will be announced later on.

**"THIS PAGE IS INTENTIONALLY LEFT BLANK"**

## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery should accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, *eMaryland Marketplace* identification number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received. **An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these terms may be rejected.**

### 4.2 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted simultaneously as two separate enclosures as indicated in Sections 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal). All pages of the Technical Proposal are to be consecutively numbered.

If an Offeror proposes to administer the programs in more than one jurisdiction, a separate technical and financial Proposal shall be submitted for each jurisdiction. The envelope should identify the Offerors name, jurisdiction for which the Proposal is being submitted, solicitation number, and due date and time for submission. A single Proposal addressing more than one jurisdiction will not be susceptible for award. Proposals are not to be bound or put in binders.

### 4.3 Volume 1 – Technical

The Technical Volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This section shall contain a definitive description of the Offeror's proposed plan to achieve the Objectives (Section 3.3) of the RFP. This section shall also contain **Compliance with the RFP Specifications**. This section shall be prepared in the same sequence as the Specifications (Section III) of this RFP. The proposal shall include a detailed description of the work plan. The Offeror's work plan shall describe how the proposed services or product will satisfy the State

requirements or conditions. Any special equipment requirements or approaches shall also be explained in this Section. This volume should contain the following sections:

**A. Qualifications (RFP Section 3.4 A)**

Describe in detail any and all education, training, related experience and/or qualifications the offeror possess delivering services of a similar nature in the past 3 years.

**B. Understanding the Problem (RFP Section 3.3)**

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented. Demographic, geographic, and economic data should be used to present this analysis.

**C. Proposed Service (Work Plan)**

1. Describe in detail how the Offeror proposes to fulfill the Requirements in RFP Section 3.4 – B.1:
  - a. Outreach - include in this Section your proposed Outreach Plan for Contract Year 1 only, using the format in Attachment GG (see Section 3.2 A.). Include in this Section samples of the types of information to be provided to customers about energy conservation and making energy bills more affordable.
  - b. Application Intake – see Section 3.2 B 1 through 7), include an explanation as to how required timeframes will be met.
  - c. Payment Processing – see Section 3.2 C, to include a description of how fiscal accountability will be maintained in payment processing and reporting.
  - d. MEAP Energy Crisis Services – see Section 3.2 D. Include in this Section your proposed Crisis Plan for Contract Year 1 only, using the format in Attachment HH.
  - e. Eligibility Notification – see Section 3.2 E, include an explanation as to how required timeframes will be met.
  - f. Minimization of Fraud – see Section 3.2 F.
  - g. Linkages – see Section 3.2 G.
  - h. Fiscal Reporting – see Section 3.2 H, include a description of how fiscal

- accountability will be maintained.
- i. Program Reporting – see Section 3.2 I.
  - j. Ad Hoc Reports – see Section 3.2 J.
  - k. Monitoring – see Section 3.2 K.
- 2. Describe in detail how the Offeror proposes to fulfill the Requirements in RFP Section 3.4 – B.2 through 9.
  - 3. Provide the information requested in RFP Section 3.5.
  - 4. Provide a statement regarding RFP Section 3.6.

**D. Personnel**

This section shall include job descriptions and individual resumes for the personnel who are to be assigned to this project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. The key personnel identified in the Offeror's Proposal (the Contractor's Project Manager and other designated Key Personnel) are considered to be essential to the work being performed under this RFP. Prior to diverting staff to assignments other than this project, the Contractor shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the contractor, shall be with personnel of equal ability, qualifications and experience. Include a Table of Organization that shows the organizations of staff and lines of supervision. Include the level of effort (full, part-time, seasonal, volunteer, etc) and a schedule of key dates for when each level of effort is to be in place. Include a job description for each position assigned to this project.

**E. References**

The Offeror shall supply three business references (reference letters) from within the last 3 years to support the Proposal. Reference letters can be sent directly to the Procurement Officer or submitted directly to the Offeror in a separately **sealed** envelope for inclusion with the Offeror's Technical Proposal. All letters should include the preparer's telephone number and address the Offeror's qualifications, character, service provided, performance, etc. The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the

Offeror of any references contacted who were not identified by the Offeror.

As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offerors level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

#### **F. Financial Responsibility and Stability**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the contract requirements and the fiscal integrity and reliability to assure good faith performance. Information that can be used to demonstrate requisite responsibility and stability include:

1. Audited financial statements (for Offeror only) for the past three years,
2. Dunn and Bradstreet report and rating,
3. Line of Credit from a Financial Institution approved by the State Treasurer, or
4. Evidence of adequate working capital.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

#### **G. Economic Benefit to the State of Maryland**

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

1. The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.
2. The estimated numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the contractor has committed at both prime and, if applicable, subcontract levels.
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
4. The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
5. The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offerors's proposal.

**H. Additional Information:**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

**I. Company Literature:**

If company literature or other material is intended to respond to any RFP requirements, it shall be included in this section and the Offeror's responses in previous sections of the proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.



## **J. Forms**

1. Bid/Proposal Affidavit – **Attachment B**
2. Minority Business Enterprise forms:
  - Minority Business Enterprise Report - **Attachment F**
  - Certified MBE Utilization and Fair Solicitation Affidavit – **Attachment G**
  - MBE Participation Schedule - **Attachment H**
3. Certification Regarding Lobbying - **Attachment O**
4. Living Wage: Affidavit of Agreement – **Attachment Q**

### **4.4 Volume II - Financial**

This volume shall contain all price information for all services and products proposed. This volume shall contain the following sections:

Financial Proposal - **Attachment A**

#### **Attachment A Includes:**

Cover Page (1 page)\*

Instructions for Completing the Proposed Budget (2 Pages)

Proposed Budget Summary (1 page)

Proposed Budget (7 pages per set – one set for each Contract year)

#### **Cover Page:**

Offerors must complete all identification information required on the Financial Proposal Cover Page. The 5-Year Grand Total Price automatically carries over from the Proposed Budget Summary page to the Financial Proposal Cover Page. The 5-Year Grand Total Price will be used to rank Financial Proposals (see Section 5.5 below).

#### **Proposed Budget Summary:**

All budget information entered onto the Proposed Budget pages is automatically calculated and carried over to the Proposed Budget Summary Page.

#### **Living Wage**

Contractors shall be compliant with the Living Wage requirements in Section 2.37.

## **SECTION V. EVALUATION PROCEDURES**

### **5.1 Evaluation Committee**

All Offerors' Proposals received by the closing deadline will be evaluated by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### **5.2 Reciprocal Preferences**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other states do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preferences will be given if a responsible Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible offer from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Offeror submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the Offeror or Offerors resident State that pertains to that State's treatment of nonresident Offeror or Offerors.

### **5.3 Qualifying Proposals**

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose technical Proposals are not accepted will be notified in writing and the financial Proposal will be returned unopened.

#### **5.4 Technical Evaluation**

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions negotiations. The Evaluation Committee will rank the Proposals according to the criteria established in Section 5.5. No price data should be provided in the technical Proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the contract.

##### **A. RESPONSIBILITY**

###### **General**

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

##### **B. DISCUSSIONS**

The State may award a Contract from this solicitation without discussion

with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors, which have not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

### **Criteria for Technical Evaluation**

All Proposals that are not judged to be susceptible for award will be excluded from further consideration in the awarding of the contract and the financial Proposal shall be returned unopened. Any oral presentations shall occur as part of the technical evaluation.

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Each Committee member will rank the Proposals according to the following major criteria:

#### **TECHNICAL EVALUATION CRITERIA**

- A. Qualifications – Section 4.3.A**
- B. Understanding the Problem 4.3 B**
- C. Proposed Service – Section 4.3.C**
- D. Assigned Personnel - Section 4.3.D**
- E. References – Section 4.3.E**
- F. Financial Responsibility – Section 4.3 F**
- G. Economic Benefit to the State – Section 4.3.G**

### **5.5 Financial Evaluation**

The separate price volume of each qualifying Proposal will be distributed to the Committee following the completion of the technical evaluation. The Committee will establish the Grand Total Price of each proposal in order to establish a financial ranking of the proposals, from lowest to highest Grand Total Price (as submitted on Attachment A – Financial Proposal form).

### **5.6 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror

of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

#### **5.7 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

#### **5.8 Final Evaluation and Recommendation for Award**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract(s) to the responsible Offeror(s) whose Proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

## SECTION VI. APPENDICES

Attachment A	Financial Proposal (complete and submit with offer in a separately sealed labeled envelope)
Attachment A-1	Sample Invoice
Attachment B	Bid /Proposal Affidavit (complete and submit with offer)
Attachment C	Contract Affidavit (to be completed by successful Offeror only, upon notification of selection)
Attachment D	Contract – Sample Only
Attachment E	Electronic Funds Transfer Form (form COT/GAD X-10) (mandatory for all contracts expected to exceed \$200,000 – includes base + option years – <u>if a new registrant</u> submit to the Comptroller’s Office upon notification of selection for award)
Attachment F	Minority Business Enterprise Report (complete and submit with Technical Proposal)
Attachment G	Certified MBE and Fair Solicitation Affidavit (must be submitted with Technical Proposal)
Attachment H	MBE Participation Schedule (must be submitted with Technical Proposal)
Attachment I	Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award)
Attachment J	Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance)
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form (must be submitted within 10 working days after notification of apparent award if applicable)
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more – must be submitted with the Technical Proposal).
Attachment P	Minority Managed Non-Profit Affirmation Form
Attachment Q	Living Wage: Affidavit of Agreement
Attachment R	Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)
Attachment S	OHEP FY 2002-2008 Statistics
Attachment T	Summary of Shelter Benefits
Attachment U	OHEP Application for Energy Assistance
Attachment V-1	OHEP Brochure 2008
Attachment V-2	OHEP Flyer
Attachment W	Outreach Log
Attachment X	Monitoring Document
Attachment Y	Number of Computers by County
Attachment Z	Close-Out Record
Attachment AA	OHEP Operations Manual

Attachment BB	Monthly Benefit Report
Attachment CC	Annual Fuel Survey
Attachment DD	Shelter Instructions and Application
Attachment EE	COMAR – EUSP and MEAP
Attachment FF	State of Maryland Holidays for 2009-2010
Attachment GG	Outreach Plan Sample
Attachment HH	Crisis Plan
Attachment II	Delinquent Suppliers Report